

RFP 2000-15 Seat Management

Answers to Questions Received After the Pre-Proposal and Prior to March 22, 2000

1. What is the cut-off for additional written questions.

ANS: The cut-off for additional questions, provided an amendment is not issued, is March 31, 2000.

2. How do we give per seat price if configs are going to vary depending upon agency?

ANS: Each option should have a price associated with it, which is a monthly per seat charge. It is the sum of individual option charges that comprises the total monthly per seat price.

3. What is the volume of business (# of end users/agencies) generated on the current contract?

ANS: There is no existing or current contract. You may be referring to the Dept. of Transportation contract with Halifax Corp. That agreement does not affect this solicitation.

4. What duties do their first response/front line support staff perform? If they're front line, what is our role?

ANS: Deskside support is performed by first line support staff. The SMS contractor will be responsible for supporting the agency's first line support staff.

5. What assets and services are included in the definition of "per seat"?

ANS: The assets and services that your firm offers COV under this contract will be included in the definition of "per seat", subject to final contract negotiation.

6. Would we need to hold the qualified vendor status to offer a hardware line under the SMS contract? For example could *a vendor* sell IBM hardware on the SMS contract or would we need to be the authorized vendor for that hardware.

ANS: Yes. Should "a vendor" desire to offer IBM equipment, then "a vendor" (or a sub-contractor) would need to be an authorized vendor of IBM.

7. Page 19 under E. Support - what is equipment under remaining warranty?

ANS: The actual brands of equipment an agency may desire the SMS contractor to take over the warranty for is unknown. Please list only those brands for which you are authorized to support.

8. Page 19 under D. Training - what specific curriculum are they looking for (software, end user, technical staff, etc.)

ANS: COV is looking for any specific curricula that your firm is able to offer.

9. What form does this written notification to the purchasing agent need to be in? Does this cover short payments?

ANS: Further clarification of your question is needed to be able to answer this question.

10. Not sure I understand the following statement: "however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based".

Sounds like we need to get written notice of our intention before we begin any work or when a claim occurs.

ANS: The wording you reference refers to paragraph #227 of the terms and conditions. The clause is clear, "written notice of the Contractor's intention to file such a claim must be given to such agency at the time of the occurrence or beginning of the work..."

11. Prompt Payment - (3) not sure what a payment instruction form is.

ANS: REFERENCE: Mandatory clause #37, entitled "Assignment", page 58 of the RFP 2000-15, first paragraph, forth sentence, "This written notice shall be on the Department of Information Technology's (DIT's) "Assignment Notice / Payment Instruction" form and shall provide..."

The payment instruction form is the Assignment form.

12. Payments to subcontractors - no way we can assume that we are in compliance with these terms (payment within 7 days of their payment).

We cannot agree to pay subcontractors 1% interest/month for balances outstanding beyond 7 days after payment from the Commonwealth. Such a provision would be nearly impossible to enforce. There is no way we can guarantee that we will pay subs within 7 days after receipt of pmt for Virginia.

ANS: This requirement is mandated in the Code of Virginia. In view of the fact that the referenced Term and Condition is mandatory, no relief to this requirement can be granted.

13. Regarding "IN PERPETUITY", we will/can agree to 3-5 years, or the statutory limit for confidentiality, but not forever.

ANS: Reference mandatory clause #43 entitled "Proprietary Information, Duplication and Disclosure", page 59. As the clause states "disclosure of such information could cause irreparable damage to the Commonwealth of Virginia and its citizens, therefore no relief to this requirement can be granted.

14. One of the assumptions that goes with 3 year pricing is "pricing may be subject to an increase of no more than 5% per year".

ANS: Further clarification of your question is needed to be able to answer this question.

15. Some State Agencies may have needs that warrant a brand of equipment that is different from the one or two that are included in the offeror's Proposal. Will you please modify the RFP to permit an offeror the option of providing the brand of equipment requested by the State Agency provided the prices do not exceed those proposed and all other requirements in the RFP are met?

ANS: Not at this time.

16. Would you please modify the RFP to allow, within one or both of the two brand families proposed, an offeror to propose Servers of a different brand from that of the Desktop/Portable computers? There exists considerable variation among Servers and this flexibility will permit the offeror to provide and the State to avail itself of the "best of breed" Servers rather than be restricted to Servers of the same brand family as the Desktops/Portables.

ANS: Not at this time.

17. On page 23 of the SMS RFP it states:

'14. DISADVANTAGED AREAS OF THE COMMONWEALTH:

The offeror should indicate any positive effects the contract will have on areas of the Commonwealth designated as disadvantaged areas."

Furthermore, question 7 and its response states:

7. What are the designated "disadvantages areas" as discussed on page 23, section 14?

ANS:

For further information relating to disadvantaged areas of the Commonwealth contact the Virginia Economic Development Partnership at 804-371-8100.

We have contacted the Virginia Economic Development Partnership as specified above and they have identified certain areas as "economically distressed". They indicate that they do not have areas designated as "disadvantaged areas". Can you please clarify if these terms are synonymous or provide further clarification on the term "disadvantaged areas".

ANS: Those terms are synonymous.

18. In Section XI, Desirable Contract Terms, paragraph 6, Field Modifications and/or Engineering Changes. DIT requests that all OEM sponsored modifications be completed by the contractor within 30 days from their announced date to the public. As software and hardware vendors often can only test modifications against a limited set of environments, the 30 day requirement seems to limit the ability to adequately test modifications and changes against known COV configurations and may in practice work against the best interest of the Commonwealth as the Contractor will be unable to assume responsibility for installing the patches. Are software modification (patches) covered under this requirement?

If so, would the Commonwealth consider a 180 day period for non-critical/non-security related modifications?

ANS: As the referenced Term and Condition is desirable, it will be negotiated prior to contract award.